IN THE PRINCE GEORGE'S CIRCUIT COURT

FOR THE STATE OF MARYLAND

ERNESTO JAIMES RUIZ *
9109 Ballard Lane
Clinton, MD 20735
Plaintiff(s) * **Civil Action No.:** CAL13-27433
vs.

*

NATIONSTART MORTGAGE,LLC
2711 CENTERVILLE ROAD
WILMINGTON, DE 19808
Serve: Registered agent
CSC-LAWYERS INCORPORATING SERVICE COMPA
7 ST. PAUL STREET, SUITE 1660
BALTIMORE, MD 21202

FEDERAL NATIONAL MORTGAGE, LLC *
3900 WISCONSIN AVE., NW
WASHINGTON, DC 20016
Serve by Attorney General:
Douglas F. Gansler, Attorney General
200 Street Paul Place
Baltimore, MD 21202

LEHMAN BROTHERS BANK, FSB, A FEDERAL SAVINGS BANK
THE LEHMAN CORPORATION
100 LIGHT STREET
BALTIMORE, MD 21202
Served by Sheriff:
THE CORPORATION TRUST INCORPORATED
300 E. LOMBARD ST.
BALTIMORE, MD 21202

COHN, GOLDBERG & DEUTSCH, LLC, ESQ.
600 Baltimore Avenue
Suite 208
Towson, MD 21204
Serve by agent
DOE(s) 1-100

*

Defendant(s) *

Clerk of the Circuit Court
2013 SEP 23 PM 3:52
PR GEO CO MD #73

Case: CAL13-27433
NEW CASE/PRO SE
CV CLERK FEE- 80.00
MD LEGAL SERV 55.00
TOTAL 135.00
Rcpt PG15 Rcpt # 38195
HNB DCI Blk # 29
Oct 01, 2013 12:35 pm

COMPLAINT FOR EQUITABLE RELIEF AND PRELIMINARY INJUNCTION

COMES NOW, Ernesto Jaimes Ruiz, pro se, (hereinafter referred to as "Plaintiff"), and for her Complaint states as follows:

I. PARTIES

1. Plaintiff is a resident of the State of Maryland and is the lawful and sole title holder of (hereinafter; The Property) 9109 Ballard Lane, Clinton, MD 20735 and bring this action in good faith based on violations of various state and federal laws and regulations to which they are entitled to recover damages and equitable relief as prayed for herein. Plaintiff is acting as her best on the drafting of her complain and should be considered *liberally construed. a pro se complaint, "however inartfully pleaded," must be held to "less stringent standards than formal pleadings drafted by lawyers" and can only be dismissed for failure to state a claim if it appears "beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief." Id., at 520-521, quoting Conley v. Gibson, 355 U.S. 41, 45-46 (1957).*

2. The purpose of this action concerns real property duties and obligations and beneficial interests therein, based on a loan and promissory note including the defendants questioned right to enforce the note or deed of trust incidental thereunto.
Any plural reference to "Plaintiff" is meant to be singular as "plaintiff." Any reference to plaintiff is meant to be "she" and construed as gender neutral, throughout.

3. Upon information and belief, defendant Nationstar Mortgage (hereinafter "NM") is a mortgage servicer. Defendant NM's principal place of business is located in Lewisville, TX. Defendant NM is licensed to and regularly does transact business in Maryland including buying, selling, securitizing and/or servicing mortgages, specifically including the Property.

4. Defendant, Federal National Mortgage Association, (hereinafter "FNMA")

5. Defendant, Lehman Brothers Bank, FSB, a Federal Savings Bank,

6. Defendant, Aurora Loan Services LLC, is a professional corporation existing and organized under the laws of Maryland Defendant's principal place of business is located in Rockville, Maryland.

8. Defendant, Substitute Trustees, Cohn, Goldberg & Deutsch, LLC, Attorney at Law, was a company that existed and was organized under the laws of Maryland and was licensed to conduct business in Maryland.

9. Defendants and each of them are, and at all times herein mentioned was and were business entities alleged to be organized and existing under the laws of the State of Maryland, and at all times mentioned herein were and are doing business therein in this judicial county.

II JURISDICTION AND VENUE

7. This Court may exercise personal jurisdiction over the Defendants in this action because they transacted business, including the transactions at issue in the present matter, within the state of Maryland.

8. Venue is appropriate in this Court pursuant to Md. Code Ann., Cts. & Jud. Proc., §§ 3-401, 3-415 and because this suit concerns real property located in Prince George's County, Maryland.

9. All Persons Unknown, Claiming Any Legal Or Equitable Right, Title, Estate, Lien, Or Interest In The Property Described In The Complaint Adverse To Plaintiff' Title, Or Any Cloud On Plaintiff' Title Thereto" are sued herein

DOE ALLEGATIONS

10. Plaintiff do not know the true names and capacities of the defendants sued herein as DOES 1 through 100 ("DOE Defendants"), inclusive, and therefore sues said DOE Defendants by fictitious names. Plaintiff are informed and believe and based on such information and belief that each of the DOE Defendants is contractually, strictly, negligently, intentionally, vicariously liable and or otherwise legally responsible in some manner for the acts and omissions described herein. Plaintiff will amend this Complaint to set forth the true names and capacities of each DOE Defendant when same are ascertained.

11. Plaintiff are informed and believe and based on such information and belief that Defendants and DOE Defendants 1 through 100, inclusive, and each of them, are and at all material times have been, the agents, servants or employees of each other, purporting to act within the scope of said agency, service or employment in performing the acts and omitting to act as averred herein. Defendants and Does 1-100, hereinafter collectively.

FACTS COMMON TO ALL CAUSES OF ACTION

12. The action is based on bad acts and damages that were created and fostered by all defendants including the loan originator Pinnacle Financial Corporation, who were involved on a borrower-lender relationship with the plaintiff, but who jointly or severally made a series of promises reasonably relied upon about the loan which were not true to wit,

13. Aurora Loan Services LLC (ALS) offered a loan restructuring aka modification involving MERS. Aurora Loan Services LLC took $22,629.00 and will be added to the current unpaid principal balance resulting in a new principal balance of $283,429.57. ALS then claims the payments on the Note would be less. This turned out to be false. The interest and balances were not as portrayed to plaintiff.

14. Originally Aurora Loan Service LLC was owed $260,800.00. The original monthly payment was $828.01, interest only.

15. Aurora Loan Service LLC at the end of the date claims that the new balance due was $283,429.57 and a "Balloon Payment" of $283, 429.00 for unpaid principal balance. The interests for unpaid principal balance were as follows: ("...with monthly payments of the interest rate started 2.00% beginning the 1st day of February, 2010, and afterward, 3.000% beginning the 1st day of January, 2015, 4.00% January 1st 2016, 4.750% beginning the 1st day of January, 2017 rate payable in full at least but no more than 120 days in a term of 3/6 months...").

16. Over 40 years this added about the amount still a mystery servicer is not disclosing please see attachment (1) to the Note's payoff which is a burden not revealed to plaintiff to his damage and economic detriment. Aurora Loan Service LLC is due a $566,858.00 at the loan's end. Plaintiff cannot refinance or reduce the value of the note. Moreover, the HAMP programs require a modification down to 31% of your gross income. In this manner, ALS did not comply with this requirement and the new mortgage does not follow the HAMP guidelines plaintiff is obligated to pay, which should have been $390.540.00

17. The damage to plaintiff is clear; since July 22, 2010 to the present September, 2013, plaintiff has overpaid $148.000,00 approximately plaintiff should not have paid. Last, ALS was not under HAMP programs allowed to fix the interest rate over the existing sum. ALS actually raised the interest rate in violation of HAMP guidelines. Such is illegal and breached the agreement or contract understood by plaintiff to exist.

18. This has caused harm and economic damage to plaintiff. It was also found that ALS does not have any information as to who owns the actual Note, whether plaintiff was overcharged in the initial payments to escrow and the beneficiary with charges and fees and expenses to which he did not agree, whether the payments he has made have been properly credited to his account, if the payoff balance is accurate, whether the debt has become unsecured vitiating the ability of the defendants, to foreclose and the like. Collectively this amounts to overcharges that have not been corrected or accounted for and were based on defendants misconduct damaging plaintiff. It is believed by plaintiff that this loan restructuring sum was not properly credited to reduce his principle balance and that beneficiaries, loan services, HUD and trustees have grossly overcharged his actual payment account fraudulently costing his thousands in charges that were not due in violation of state and federal law, including, the Fair Debt Collection Practices and Fair Credit Reporting Acts, individually, inter alia. Plaintiff also have been denied any information about the accuracy of his loan sums due and payable repeatedly by each defendants after due inquiry.

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FIRST CAUSE OF ACTION FOR NEGLIGENCE

19. Plaintiff incorporate herein by reference the allegations made in paragraphs 1 through 18, inclusive, as though fully set forth herein.

20. At all times relevant herein, the Defendants, acting as Plaintiff' lender and loan servicer, had **a duty to exercise reasonable care and skill to maintain proper and accurate loan records** and to discharge and fulfill the other incidents attendant to the maintenance, accounting and servicing of loan records, including, but not limited, accurate crediting of payments made by Plaintiff to avoid errors in

accounting causing foreclosures, et al., and promptly and fairly resolve financial disputes. Moreover, knowing the foreseeable effect of such breaches of duty, emotional distress to plaintiff was likely and in fact was incurred throughout this lender/borrower dispute.

21. In taking the actions alleged above, breached the duty of care and in failed to use care common in the industry, the Defendants breached their duty of care owed to Plaintiff in the servicing of Plaintiff' loan by, among other things, failing to properly and accurately credit payments made by Plaintiff toward the loan, preparing and filing false documents, and on the Subject Property without having the legal authority and/or proper documentation to do so. The breach of this duty caused injury and emotional distress to the plaintiff herein both legally and actually.

22. As a direct and proximate result of the negligence and carelessness of the Defendants as set forth above, Plaintiff suffered physically, mentally and emotionally causing them great injury in their bodies and minds and financially by way of general and special damages in an amount to be determined at trial.

SECOND CAUSE OF ACTION FOR FRAUD, DOES 1-100

23. Plaintiff incorporate the content of the preceding allegations as though fully set forth consisting of the elements and special factual allegation sufficient to allege fraud.

24. Plaintiff was given facts and information about his loan from defendant and others and Does in formulating his Note.

25. Plaintiff alleges that the named Defendants and Does, inclusively, engaged in a **pattern and** trickery, dishonest calculations and lack of proper crediting of sums paid causing the defendants to be unjustly enriched in sums greater that which were true and correct. Last, the plaintiff was deceived by lenders and servicers to believe his loan would be altered to terms beneficial when in fact the loan terms in the long run were over charged.

26. As to the "Servicing period Fraud" the following is alleged: The defendants also failed to properly credit payments made by plaintiff under the Note/Loan. There were also False Promises elicited to induce Plaintiff's reliance to his harm, to wit, Defendants also induced by deceit, plaintiff to **stop paying his monthly loan payments for 3 on the false offer that if he did this he could get a better loan. Such was untrue and known by defendants to be false when uttered.** In this case at bar, the defendants WHILE THE LOAN WAS CURRENT represented that the plaintiff STOP paying on his loan so he could receive the "benefits of a loan modification or new loan." Plaintiff reasonably believed he "had" to do this to receive these benefits. Defendants in truth and fact never intended to accommodate plaintiff in this fashion and when plaintiff stopped paying to satisfy the false promise of defendants, they commenced a foreclosure. This was fraud by trick and devise and deception. Such is burdensome,

oppressive, malicious and warrants punitive damages.

27. The defendants had actual knowledge that the Plaintiffs' account was current and accurate but deceptively treated same as not accurate so that they could use the inaccuracy to institute a foreclosure on the Subject Property. The foreclosing Defendants also utilized amounts known to the Defendants to be inaccurate to determine the amount allegedly due and owing for purposes of damaging plaintiff's credit and to institute a foreclosure proceeding.

28. Additionally, the Defendants concealed material facts known to them regarding payment, notices, assignments, transfers, late fees and charges to reinstate the loan and to foreclose.

29. The Defendants made the above-referenced false representations, concealment and non-disclosures **with knowledge of the falsity** thereof, intending to induce Plaintiff's reliance, which the unsuspecting Plaintiffs justifiably relied upon, resulting in damage to their credit standing, costs and potential treat of loss of their property. Plaintiffs were unaware of the true facts. Had Plaintiffs known the true facts, Plaintiffs, among other things, would not have maintained the Defendants as their lender, servicer and trustee (and their alleged agents) and/or would have taken legal action immediately to save their house.

30. As a result of the Defendants' fraudulent conduct, Plaintiffs have suffered compensatory, general and special damages in an amount to proof. Additionally, the Defendants acted with malice, fraud and/or oppression and, thus, Plaintiffs are entitled to an award of punitive damages, general and special with statutory penalties and damages as appropriate.

THIRD CAUSE OF ACTION
FOR AN ACCOUNTING

31. Plaintiff incorporate herein by reference the allegations made in paragraphs 1 through 30, inclusive, as though fully set forth herein.

32. Plaintiff have a right to a fair and honest report of the total sums due, payable, paid and credited under the referenced Note. To date this has not been provided upon demand.

33. Plaintiff believe that the sums calculated by defendants were incorrect then and now and thus an accounting should be ordered to clear issues related thereto including the calculations that lead to the irregularities causing the wrongful foreclosure attempts.

FOURTH CAUSE OF ACTION FOR
UNJUST ENRICHMENT

34. Plaintiff incorporate herein by reference the allegations made in paragraphs 1 through37, inclusive, as though fully set forth herein.

35. By their wrongful acts and omissions, the Defendants have been unjustly enriched by the receipt of monies from plaintiff at the expense of Plaintiff, and thus Plaintiff have been unjustly deprived because the payments represented alleged overpayments.

36. By reason of the foregoing, Plaintiff seek restitution from the Defendants, and an order of this Court disgorging all profits, benefits, and other compensation obtained by the and all other enriched, benefiting Defendants from their wrongful conduct.

SIXTH CAUSE OF ACTION FOR
QUIET TITLE WITH LIS PENDENS RECORDED

37. Plaintiff incorporate herein by reference the allegations made in paragraphs 1 through 36, inclusive, as though fully set forth herein.

38. Plaintiff is the equitable owner of the Subject Property which has the following legal description as shown herein, above. Plaintiffs contest TITLE as currently disputed and recorded.

39. Plaintiff seeks to quiet title against the claims of Defendants and ALL PERSONS UNKNOWN, CLAIMING ANY LEGAL OR EQUITABLE RIGHT, TITLE, ESTATE, LIEN, OR INTEREST IN THE PROPERTY DESCRIBED IN THE COMPLAINT ADVERSE TO PLAINTIFF'S TITLE, OR ANY CLOUD ON PLAINTIFF'S TITLE THERETO; and DOES 1 through 100 (collectively referred to herein as the "Title Defendants") as the Title Defendants, including beneficiaries and their successors in interest hold themselves out as entitled to an uncertain equitable ownership of the Subject Property by and through their claim to rights under the Note and DOT. In fact, plaintiffs allege that these Defendants had no right to title or interest in the Subject Property and no right to entertain any rights of ownership including the right to foreclosure, offering the Subject Property for sale at a trustee's sale, demanding possession or filing cases for unlawful detainer subsequently.

40. As alleged above, the Note may have been transferred from the OL to another entity or Trust. Plaintiffs are not able to discern who owns the rights under the Note or if the Note has been extinguished affecting the rights under the DOT.

41. Plaintiffs alleged that as of November, 2012, new entities and trusts may be involved and demanding funds under the Note to which they may not be entitled.

42. Plaintiff seeks a judicial declaration that the title to the Subject Property is vested in Plaintiff alone and that the Title Defendants and each of them be declared to have no interest estate, right,

title or interest in the subject property and that the Title Defendants, their agents and assigns, be forever enjoined from asserting any estate, right title or interest in the Subject Property subject to Plaintiff' rights. In short, the DOT allegedly has become void and of no effect to permit the foreclosure and the Note debt is hence, UNSECURED as a matter of law.

SIXTH CAUSE OF ACTION FOR BREACH OF CONTRACT

43. Plaintiff incorporate herein by reference the allegations made in paragraph 1 through 42, inclusive, as though fully set forth herein.

44. Plaintiff sough to purchase the subject property by means of a contractual agreement with defendants. There was an **offer, acceptance and consideration** sufficient to from this agreement which then ripened into a promissory note **containing essential terms** of the contractual agreement, in writing.

45. The **agreement was breached** by the defendants when they overcharged by means of hidden terms and conditions, the loan sums due, failed to justify and validate the debt, failed to properly account for an credit correct payments made, overcharged and added superfluous terms and charges, fees and mortgage insurance, and the like, all either unjustified or unknown to plaintiff in an effort to induce a foreclosure, and cause a loss of the subject property as a result causing damages and harm to plaintiff.

46. Plaintiff seeks Damages and further, in equity to rescind the Note and associated Deed, and/or to Rescind and Reform by judicial mandate, restraining order, or the like means, the terms of the Note to fairly reflect Note that reflects the true representations of lenders and brokers.

47. Plaintiff stands in good faith and is not with unclean hands in asking for his relief as the current note is not delinquent or in default.

September 23, 2013

Ernesto Jaimes

Ernesto Jaimes Ruiz